

SCHEDULE 1.2

DEFINITIONS

"800" means 800, 888 and any other toll-free NPA established by the FCC.

"9-1-1" means the services described in Section 3.9.

"9-1-1 Control Office Software Enhancement Connection Charge" is as defined in Section 3.9.2(e).

"Access Toll Connecting Trunks" is as defined in Section 5.1.

"Act" means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

"Advanced Intelligent Network" or "AIN" is a network functionality that permits specific conditions to be programmed into a switch which, when met, direct the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

"Affiliate" is As Defined in the Act.

"AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

"Applicable Law" is as defined in Section 19.2.

"Approval Date" is the earlier of the date on which (i) the Commission approves this Agreement under Section 252(e) of the Act and (ii) absent such Commission approval, the Agreement is deemed approved under Section 252(e)(4) of the Act.

"As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Automatic Location Identification" or "ALI" means a feature by which the service address associated with the calling party's listed telephone number identified by ANI as defined

herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's, including secondary locations and off-premise extensions will be identified with the service address of the calling party's listed number.

"Automatic Number Identification" or **"ANI"** means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to 9-1-1 and E9-1-1, **"ANI"** means a feature by which the calling party's telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display and transfer office.

"Automatic Route Selection" or **"ARS"** means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

"Bellcore" means Bell Communications Research, Inc.

"Binding Forecast" is as defined in Section 19.5.3.

"Blocking of Caller ID" means service in which a Customer may prevent the disclosure of the calling telephone number and name on calls made to an Exchange Service equipped with Called ID.

"BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

"Bona Fide Request" means the process described on Schedule 2.2.

"Business Day" means a day on which banking institutions are required to be open for business in Chicago, Illinois.

"CABS" means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"Calling Party Number" or **"CPN"** is a Common Channel Interoffice Signaling (**"CCIS"**) parameter which refers to the number transmitted through a network identifying the calling party.

"Carrier of Record" is as defined in Section 10.11.3.

"CCS" means one hundred (100) call seconds.

"Central Office" means a building or space within a building (other than a remote switch) where transmission facilities and/or circuits are connected or switched.

“Central Office Switch” means a switch used to provide Telecommunications Services, including:

(a) **“End Office Switches,”** which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks; and

(b) **“Tandem Office Switches,”** or **“Tandems,”** which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

“Centrex” means a Telecommunications Service associated with a specific grouping of lines that uses Central Office switching equipment for call routing to handle direct dialing of calls and to provide many private branch exchange-like features.

“CLASS Features” means certain CCIS-based features available to Customers including: Automatic Call Back; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

“COBO” is as defined in Section 12.12.2(b).

“Collo Order” is as defined in Section 12.12.1.

“Collo Proposal” is as defined in Schedule 12.12, Section 2.1.

“Collo Response” is as defined in Section 12.12.1.

“Collocation” is As Described in the Act.

“Commercial Mobile Radio Service” or **“CMRS”** is As Defined in the Act.

“Commission” means the Illinois Commerce Commission.

“Common Channel Interoffice Signaling” or **“CCIS”** means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

“Consequential Damages” is as defined in Section 25.5.

“Contract Month” means a calendar month (or portion thereof) during the term of this Agreement. Contract Month 1 shall commence on the first day of the first calendar month following the Effective Date and end on the last day of that calendar month.

“Contract Services” is as defined in Section 10.1.2.

“Contract Year” means a twelve (12)-month period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

“Control Office” means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

“Cross-Connect” or **“Cross Connection”** means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the collocated Party’s equipment and (ii) the equipment of a third-party collocated Telecommunications Carrier or the equipment or facilities (i.e., frame) of the other Party which provides such Collocation.

“Customer” means a third-party end user that subscribes to Telecommunications Services provided at retail by either of the Parties.

“Customer Listing(s)” means a list containing the names, the telephone numbers, addresses and zip codes of Customers within a defined geographical area, except to the extent such Customers have requested not to be listed in a directory.

“Customer Name and Address Information” or **“CNA”** means the name, service address and telephone numbers of a Party’s Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

“Customer Proprietary Network Information” is As Defined in the Act.

“Customer Usage Data” is as defined in Section 10.16.1.

“Data Management System” or **“DMS”** means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing (**“SR”**) and ALI features.

“Delaying Event” means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including, specifically, a Party’s failure to provide the other Party with accurate and complete Service Orders), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

“Delivery Date” is as defined in Sections 12.12.2(b) and 12.12.3(c).

“Derivative Information” is as defined in Section 20.1.1(b).

“Dialing Parity” is As Defined in the Act.

“Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" or "DSO" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Disclosing Party" is as defined in Section 20.1.1.

"Dispute" is as defined in Section 27.3.

"Disputed Amounts" is as defined in Section 27.2.1.

"Documentation of Authorization" is as defined in Schedule 10.11.1.

"DSL" means Digital Subscriber Line.

"Effective Date" is the date indicated in the Preamble.

"Emergency Services" mean police, fire, ambulance, rescue and medical services.

"E9-1-1" or "Enhanced 9-1-1 (E9-1-1) Service" provides completion of 9-1-1 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

"equal in quality" is as defined in Section 3.6.

"Exchange Access" is As Defined in the Act.

"Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

"Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

"FCC" means the Federal Communications Commission.

"FCC Conditions" means the Proposed Conditions included as an attachment to the FCC Merger Order.

"FCC Merger Order" means the FCC's Order approving the SBC/Ameritech merger, CC Docket No. 98-141, FCC 99-279, released October 8, 1999.

"Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

"Force Majeure Event" is as defined in Section 29.5.

"Forecast Provider" is as defined in Section 19.5.3.

"Grandfathered Services" is as defined in Section 10.3.1.

"Hazardous Substances" is as defined in Section 19.4.

"HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("**2B1Q**"), Carrierless AM/PM, Discrete Multitone ("**DMT**"), or 3 Binary / 1 Octel ("**3B1O**").

"ICC Merger Order" means the Illinois Commerce Commission's Order approving the SBC/Ameritech merger, ICC Docket No. 98-0555, released September 23, 1999.

"Implementation Plan" is as defined in Section 18.2.

"Implementation Team" is as defined in Section 18.1.

"Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act. **"Information Service"** is As Defined in the Act.

"Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's Information Services platform (e.g., 976).

"Initial Term" is as defined in Section 21.1.

"Insufficient Capacity" is as defined in Section 16.1.2.

"Integrated Digital Loop Carrier" means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

"Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

“Intellectual Property” means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

“Interconnection” is As Defined in the Act.

“Interconnection Activation Date” is as defined in Section 2.1.

“Interexchange Carrier” or **“IXC”** means a carrier that provides interLATA or intraLATA Telephone Toll Services.

“Interim Telecommunications Number Portability” or **“INP”** is as described in the Act.

“InterLATA” is As Defined in the Act.

“IntraLATA Toll Traffic” means all intraLATA calls other than Local Traffic calls.

“Internet Service Provider (“ISP”) is an enhanced service provider that provides internet service.

“Line Information Database(s) (LIDB)” means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILECs and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

“Listing Update(s)” means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to Requesting Carrier without change of address, Listing Updates shall also include the Customer’s former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from Requesting Carrier to another LEC, Listing Updates shall also include the Customer’s referral telephone number and new LEC, if available.

“Local Access and Transport Area” or **“LATA”** is As Defined in the Act.

“Local Exchange Carrier” or **“LEC”** is As Defined in the Act.

“Local Loop Transmission,” “Unbundled Local Loop” or **“Loop”** means the transmission path which extends from the Network Interface Device or demarcation point at a Customer’s premises to the Main Distribution Frame or other designated frame or panel in the Ameritech

Serving Wire Center. Loops are defined by the electrical interface rather than the type of facility used.

"Local Number Portability" means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

"Local Traffic" means a call the distance of which is fifteen (15) miles or less as calculated by using the V&H coordinates of the originating NXX and the V&H coordinates of the terminating NXX or as otherwise determined by the FCC or Commission for purposes of Reciprocal Compensation; provided, that in no event shall a Local Traffic call be greater than fifteen (15) miles as so calculated.^{4/}

"Logical Trunk Groups" are trunks established consistent with Articles IV and V that originate at one Party's Central Office and terminate at the other Party's Tandem or End Office. Such Logical Trunk Groups are switched only at the point where such Logical Trunk Groups terminate.

"Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

"Main Distribution Frame" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

"Make-Ready Work" means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate Requesting Carrier's Attachments.

"MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

"Meet-Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

"Multiple Bill/Single Tariff" means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.

^{4/} By entering into this Agreement, Ameritech does not agree that ISP-bound traffic is "local" for the purposes of application of reciprocal compensation under the Act, nor is Ameritech voluntarily agreeing to pay reciprocal compensation for the transport and termination of ISP-bound traffic. Moreover, Ameritech reserves its rights to appeal or otherwise seek review of the Arbitration Decision.

“Network Element” is As Defined in the Act.

“Non-Electronic Order” is as defined in Section 10.13.2(b).

“North American Numbering Plan” or **“NANP”** means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

“Number Portability” is As Defined in the Act.

“NXX” means the three-digit code which appears as the first three digits of a seven-digit telephone number.

“OBF” means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

“Occupancy Date” is as defined in Section 12.12.2(e).

“Optical Line Terminating Multiplexor” or **“OLTM”** is as defined in Section 3.3.

“Party” means either Ameritech or Requesting Carrier, and **“Parties”** means Ameritech and Requesting Carrier.

“Physical Collocation” is As Defined in the Act.

“PIC” is as defined in Section 10.11.4.

“Plan” is as defined in Section 8.1.

“Premises” is As Defined in the Act.

“Preparation Charges” means those charges applicable to the preparation of Ameritech’s Premises for Collocation, including any Central Office Build-Out (COBO) charges, cage enclosure charges and extraordinary charges.

“Primary Listing” means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available time among a series of lines shall be considered a single Customer entitled to a single primary listing. Ameritech will publish the Primary Listing of Requesting Carrier’s Wireless Customers’ listing at no charge provided that Wireless Customer’s listing NPA/NXX and service address fall within an identifiable Ameritech exchange. If the Customer’s listing NPA/NXX and service address does not fall within an identifiable Ameritech exchange, Requesting Carrier will pay the applicable white page directory rate for that Primary Listing as well as all other Listings in addition to the Primary Listing. For resold Centrex Service, Ameritech will furnish one (1) Primary

Listing for each resold Centrex System. For other resold services, Ameritech will furnish Primary Listings, if any, as described in the applicable tariffs or Ameritech Catalog.

“Proprietary Information” is as defined in Section 20.1.1.

“Provisioning EI” is as defined in Section 10.13.2(a).

“Public Safety Answering Point” or **“PSAP”** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

“Publisher” means Ameritech’s White Pages Directories publisher.

“Rate Center” means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of an Exchange Area as defined by the Commission.

“Receiving Party” is as defined in Section 20.1.1.

“Reciprocal Compensation” is As Described in the Act.

“Referral Announcement” is as defined in Article XVII.

“Renewal Term” is as defined in Section 21.1.

“Requesting Carrier Directory Customer” is as defined in Section 15.1.

“Resale Implementation Questionnaire” means that certain document that contains Requesting Carrier information that allows Ameritech to populate its systems and tables so that Requesting Carrier can be established in Ameritech’s internal system, a copy of which has been provided to Requesting Carrier.

“Resale Services” is as defined in Section 10.1.

“Resale Tariff” means individually and collectively the effective tariff or tariffs filed by Ameritech with the Commission that sets forth certain relevant terms and conditions relating to Ameritech’s resale of certain local exchange Telecommunications Services within the Territory, including the applicable provisions of ICC No. 20, Part 22 and ICC No. 19, Part 22.

“Routing Point” means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the **“RP Practice”**), the Routing Point (referred to as the **“Rating Point”** in such RP Practice) may be an End Office Switch location, or a **“LEC Consortium Point of Interconnection”**. Pursuant to such RP Practice, each **“LEC Consortium Point of Interconnection”** shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10 and 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

“Selective Routing” or **“SR”** means an E9-1-1 feature that routes an E9-1-1 call from a Control Office to the designated Primary PSAP based upon the identified number of the calling party.

“Service Agency” means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E9-1-1 Telecommunications Service for the purpose of voice-reporting emergencies by the public.

“Service Control Point” or **“SCP”** is As Defined in the Act.

“Service Line” means a telecommunications link from the Central Office terminating at the PSAP.

“Service Start Date” means the later of the following: (i) the date after which Requesting Carrier has been certified as a LEC by the Commission and is authorized in the state of Illinois to provide the local Telephone Exchange Services contemplated under this Agreement (ii) the date Requesting Carrier has completed and delivered to Ameritech the Resale Implementation Questionnaire and Ameritech has populated its billing systems with the information contained therein and (iii) the date on which the Parties mutually agree that Ameritech shall begin to provision services in accordance with the terms and conditions of this Agreement or (iv) the date on which (x) the Commission approves this Agreement under Section 252(e) of the Act or (y) absent such Commission approval, this Agreement is deemed approved under 252(e)(4) of the Act.

“Serving Wire Center” means the Ameritech Wire Center which would normally serve the Customer location with Ameritech’s basic exchange service.

“Signal Transfer Point” or **“STP”** is As Defined in the Act.

“Sunsetted Services” is as defined in Section 10.3.2.

“Switched Access Detail Usage Data” means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

“Switched Access Summary Usage Data” means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

“Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

“Synchronous Optical Network” or “SONET” means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

“Technical Reference Schedule” is the list of technical references set forth in Schedule 2.3.

“technically feasible point” is As Described in the Act.

“Telecommunications” is As Defined in the Act.

“Telecommunications Act” means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

“Telecommunications Assistance Program” means any means-tested or subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of subscribers.

“Telecommunications Carrier” is As Defined in the Act.

“Telecommunications Service” is As Defined in the Act.

“Telephone Exchange Service” is As Defined in the Act.

“Telephone Relay Service” means a service provided to speech and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient’s response to the speech or hearing-impaired caller.

“Telephone Toll Service” is As Defined in the Act.

“Unauthorized Switching” is as defined in Section 10.11.2(a).

“Unused Space” means any space (i) existing in Ameritech’s Premises at the time of a Collocation request, (ii) that is not subject to a valid space reservation (by Ameritech or any third party), (iii) that is not being used by Ameritech for a purpose other than to house its network

facilities (e.g., utilized administrative space (including offices, common areas, conference rooms, reasonable storage and etc.) bathrooms, hallways (ingress and egress), and etc.), and (iv) on or in which the placement of any equipment or network facilities (Ameritech's or Requesting Carrier's) would not (x) violate any local or state law, rule or ordinance (e.g., fire, OSHA or zoning) or technical standards (performance or safety) or (y) void Ameritech's warranty on proximate equipment.

“Virtual Collocation” is As Defined in the Act.

“White Pages Directories” means directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

“Wire Center” means the Premises of a Party at which all Local Loops within a defined geographic area are converged. Such Local Loops may be served by one (1) or more Central Office Switches within such Premises.

**SCHEDULE 2.1
IMPLEMENTATION SCHEDULE
Illinois**

1. Interconnection

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	Ameritech Interconnection Central Office (AICO)	Requesting Carrier Interconnection Central Office (RICO)	Interconnection Activation Date*
LATA			

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2. Access to unbundled Network Elements.

* Notwithstanding anything contrary in this Agreement, compliance with the Interconnection Activation Dates shall be subject to the requirements of Section 3.4.3 and any Requesting Carrier Delaying Event.

SCHEDULE 2.2

BONA FIDE REQUEST

1. Ameritech shall promptly consider and analyze the submission of a Bona Fide Request that Ameritech provide: (a) Interconnection or access to an unbundled Network Element not otherwise provided hereunder at the time of such request; or (b) a customized service for

features, capabilities, functionalities of an unbundled Network Element not otherwise provided hereunder at the time of such request.

2. A Bona Fide Request shall be submitted in writing on the Bona Fide Request Form attached hereto as Attachment 1 and, if applicable, shall include Requesting Carrier's \$2,000 deposit described in Section 6.

3. Within five (5) Business Days of its receipt, Ameritech shall acknowledge receipt of the Bona Fide Request.

4. Within thirty (30) days (the "**Preliminary Analysis Period**") of its receipt of all information required to be provided on the Bona Fide Request Form, Ameritech shall provide to Requesting Carrier a preliminary analysis (the "**Preliminary Analysis**") of such Interconnection, access to such Network Element or customized feature, capability or functionality that is the subject of the Bona Fide Request. The Preliminary Analysis shall confirm that Ameritech will either offer access to the Interconnection, Network Element or customized service or will provide a detailed explanation that access to such Interconnection, Network Element or customized service is not technically feasible and/or that the request is not required to be provided under the Act. If Ameritech determines that the requested Interconnection, access to the Network Element or customized service that is the subject of the Bona Fide Request is technically feasible and is otherwise required to be provided under the Act, Ameritech shall provide Requesting Carrier a price quote and estimated availability date for such development ("**Bona Fide Request Quote**"). Ameritech shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than one hundred twenty (120) days from the date Ameritech received such Bona Fide Request.

5. Within thirty (30) Business Days of its receipt of the Bona Fide Request Quote, the Requesting Carrier must either confirm its order pursuant to the Bona Fide Request Quote or, if it believes such quote is inconsistent with the requirements of the Act, exercise its rights under Section 27.3.

6. When submitting a Bona Fide Request, Requesting Carrier has two options to compensate Ameritech for its costs incurred to complete the Preliminary Analysis of the Bona Fide Request during the Preliminary Analysis Period. Requesting Carrier may either:

- (a). Include a \$2,000 deposit to cover Ameritech's preliminary evaluation costs and Ameritech will guarantee that the preliminary evaluation costs incurred during the Preliminary Analysis Period will not exceed \$2,000, or
- (b). Not make any deposit and pay the total preliminary evaluation costs incurred by Ameritech during the Preliminary Analysis Period.

Should Ameritech not be able to process the Bona Fide Request or determine that the request does not qualify for Bona Fide Request treatment, Ameritech will return the \$2,000 deposit to Requesting Carrier. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option of Requesting Carrier, either be refunded or credited toward additional development costs authorized by Requesting Carrier.

7. Requesting Carrier may cancel a Bona Fide Request at any time, but shall pay Ameritech's reasonable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation.

8. Unless Requesting Carrier agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

9. If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under **Section 27.3**.

**FORM OF
BONA FIDE REQUEST FORM**

Attachment 1

1) Requested by

(Company Name)

(Address)

(Contact Person)

(Facsimile Number)

(Phone Number)

(Date of Request)

(Optional: E-Mail Address)

2) Technical description of the requested Interconnection, access to an unbundled network element, dialing parity arrangement, collocation arrangement or service (the "Request") (use additional sheets of paper, if necessary).

3) Is the Request a modification of (i) existing services or (ii) existing access to an unbundled network element? If so, please explain the modification and describe the existing services or element(s) or indicate its name.

- 4) Is the Request currently available from Ameritech or any other source? If yes, please provide source's name (including Ameritech) and the name of the offering (e.g., service, access to unbundled network element or etc.).

- 5) Is there anything custom or specific about the manner that you would like this Request to operate?

- 6) If possible, please include a drawing or illustration of how you would like the Request to operate and/or interface with Ameritech's network, premises or other facilities.

- 7) Please describe the expected location life, if applicable, of the Request (i.e., period of time you will use it). Do you view this as a temporary or long range arrangement?

- 8) If you wish to submit this information on a non-disclosure basis, please indicate so here. If non-disclosure is requested, properly identify any information you consider confidential, if and as required by **Article XX** of your applicable Interconnection Agreement.

- 9) List the specific Central Offices and/or Wire Centers or other points of Interconnection or access where you want the Request deployed (use additional sheets of paper, if necessary).

- 10) What is the expected demand of the Request for each location (e.g., estimated number of customers, subscriber lines, number of units to be ordered)?

Location	Estimate of demand/units
----------	--------------------------

<hr/>	<hr/>
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- 11) What are the pricing assumptions? In order to potentially obtain lower non-recurring or recurring charges, you may specify quantity and/or term commitments you are willing to make. Please provide any price/quantity forecast indicating one or more desired pricing points (use additional sheets, if necessary).

- 12) Please indicate any other information that could assist Ameritech to evaluate your Request (use additional sheets of paper, if necessary).

13) Please classify the nature of your Request (Check one).

- ☐ Request for Interconnection.
- ☐ Request for access to an unbundled network that is not currently provided to you.
- ☐ Request for Collocation where there is no space available for either Physical Collocation or Virtual Collocation in the requested Ameritech Central Office.
- ☐ Request for a new or custom dialing parity arrangement.
- ☐ New service or capability that does not fit into any of the above categories.

14) What problem or issue do you wish to solve? If your Request were unavailable, how would it impair your ability to provide service?

15) Preliminary analysis cost payment option (Check one).

- ☐ \$2000 deposit included with Request; provided, that the responsibility of [Requesting Carrier] for Ameritech's costs for Ameritech's Preliminary Analysis shall not exceed this deposit.
- ☐ No deposit is made and [Requesting Carrier] agrees to pay Ameritech's total Preliminary Analysis costs incurred up to and including the date Ameritech receives notice of cancellation.

By submitting this Request, [Requesting Carrier] agrees to promptly compensate Ameritech for any costs it incurs to process this Request, including costs to analyze, develop, provision, and price the Request, up to and including the date the Ameritech BFR Manager receives our written cancellation. [Requesting Carrier] also agrees to compensate Ameritech for any costs incurred by Ameritech if [Requesting Carrier] fails to authorize Ameritech to proceed with development of the Request within 30 days of receipt of the 30-day notification, or Requesting Carrier fails to order the Request within 30 days, in accordance with the final product quotation.

[Requesting Carrier]

by: _____
its: _____

SCHEDULE 2.3

TECHNICAL REFERENCE SCHEDULE

Unbundled Local Network Elements

Unbundled Local Loop Transmission

Bellcore TA-NWT-000393
ANSI T1.413-1995 Specifications, updated (1998) Issue 2
AM TR-TMO-000122
AM TR-TMO-000123
Bellcore TR-NWT-000393
ANSI T1.102-1993, American National Standard for Telecommunication - Digital Hierarchy - Electrical Interfaces
Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7
ANSI T1E1 Committee Technical report Number 28
ANSI T1.601-1998 for ISDN.

Interoffice Transmission Facilities

AM TR-NIS-000111
AM RT-NIS 000133
ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability
ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces
ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats
ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching
ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings
ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces
ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement
ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures
ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection
ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode)

ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications

ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications)

ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications

ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)

ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications

ANSI T1.119.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment

ANSI T1.119.02-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment

ANSI T1.231-1993, American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring

ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification

ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification

Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance

Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria

Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)

Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access

Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

Performance Standards

Bellcore TR-NWT-000499, Issue 5, Rev 1, April 1992, Transport Systems Generic Requirements (TSGR): Common Requirements

Bellcore TR-NWT-000418, Issue 2, December 1992, Generic Reliability Assurance Requirements For Fiber Optic Transport Systems

Bellcore TR-NWT-000057, Issue 2, January 1993, Functional Criteria for Digital Loop Carriers Systems

Bellcore TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines

Bellcore TR-NWT-000909, December 1991, Generic Requirements and Objectives for Fiber In The Loop Systems

Bellcore TR-NWT-000505, Issue 3, May 1991, LSSGR Section 5, Call Processing

Bellcore TR-NWT-001244, Clocks for the Synchronized Network: Common Generic Criteria
ANSI T1.105-1995

Interconnection

Trunking Interconnection

GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994

FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition

ANSI T1.111

ANSI T1.112

ANSI T1.113

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)

Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service

Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services

Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP)

ANSI T1.110-1992, American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

ANSI T1.111-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)

ANSI T1.111A-1994, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement

ANSI T1.112-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)

ANSI T1.113-1995, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part

ANSI T1.114-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP)

ANSI T1.115-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks

ANSI T1.116-1990, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)

ANSI T1.118-1992, American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)

Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP)
Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service
Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks-Signaling
Ameritech Supplement AM-TR-OAT-000069, Common Channel Signaling Network Interface Specifications
Bellcore Standard FR-NWT-000476
ANSI Standard T1.206

Electrical/Optical Interfaces

Bellcore Technical Publication TR-INS-000342, High Capacity Digital Special Access Service, Transmission Parameter Limits and Interface Combinations;
Ameritech Technical Publication TR-NIS-000111, Ameritech OC3, OC12 and OC48 Service Interface Specifications; and
Ameritech Technical Publication AM-TR-NIS-000133, Ameritech OC3, OC12 and OC48 Dedicated Ring Service Interface Specifications.

Collocation

Bellcore Network Equipment Building Systems (NEBS) standards TR-EOP-000063
National Electrical Code (NEC) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
TR-NWT-001275 Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993
Institute of Electrical and Electronics Engineers (IEEE) Standard 383, IEEE Standard for Type Test of Class 1 E Electrical Cables, Field Splices, and Connections for Nuclear Power Generating Stations
National Electrical Code (NEC) use latest issue
TA-NPL-000286, NEBS Generic Engineering Requirements for System Assembly and Cable Distribution, Issue 2 (Bellcore, January 1989)
TR-EOP-000063, Network Equipment-Building System (NEBS) Generic Equipment Requirements, Issue 3, March 1988
TR-EOP-000151, Generic Requirements for 24-, 48-, 130- and 140- Volt Central Office Power Plant Rectifiers, Issue 1 (Bellcore, May 1985)
TR-EOP-000232, General Requirements for Lead-Acid Storage Batteries, Issue 1 (Bellcore, June 1985)
TR-NWT-000154, General Requirements for 24-, 48-, 130-, and 140- Volt Central Office Power Plant Control and Distribution Equipment, Issue 2 (Bellcore, January 1992)

TR-NWT-000295, Isolated Ground Planes: Definition and Application to Telephone Central Offices, Issue 2 (Bellcore, July 1992)
TR-NWT-000840, Supplier Support Generic Requirements (SSGR), (A Module of LSSGR, FR-NWT-000064), Issue 1 (Bellcore, December 1991)
TR-NWT-001275, Central Office Environment Installations/Removal Generic Requirements, Issue 1, January 1993
Underwriters' Laboratories Standard, UL 94

Long Term Number Portability (LNP)

T1 Technical Requirements No. 1, April 1999, Technical Requirements for Number Portability {{SPA}} Operator Services Switching Systems
T1 Technical Requirements No. 2, April 1999, Technical Requirements for Number Portability {{SPA}} Switching Systems
T1 Technical Requirements No. 3, April 1999, Technical Requirements for Number Portability {{SPA}} Database and Global Title Translation
T1 Technical Requirements No. 4, July 1999, Technical Requirements for Number Pooling Using Number Portability
ANSI T1.113-1995, American National Standard for Telecommunications - Signalling System No. 7 (SS7) - Integrated Services Digital Network (ISDN) User Part
ANSI T1.660-1998, American National Standard for Telecommunications {{SPA}} Signalling System No. 7 (SS7) - Call Completion to a Portable Number - Integrated Text
ANSI T1.667-1999, American National Standard for Telecommunications - Intelligent Network

SCHEDULE 6.0

MEET-POINT BILLING RATE STRUCTURE

- A. Interstate access - Terminating to or originating from Requesting Carrier Customers served from a Requesting Carrier local exchange End Office.

Rate Element	Billing Company
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech/ 50% Requesting Carrier
Local Transport (Tandem) Facility	This will be calculated in accordance with MECAB standards, based on applicable V&H coordinates to calculate billing percentages to be applied to the respective Parties' tariffed rates
Tandem Switching	Ameritech
Entrance Facility	Ameritech

- B. Intrastate access - Terminating to or originating from Requesting Carrier Customers served from a Requesting Carrier local exchange End Office.

Rate Element	Billing Company
CCL	Requesting Carrier
Local Switching	Requesting Carrier
Interconnection Charge	Requesting Carrier
Local Transport (Tandem) Termination	50% Ameritech/ 50% Requesting Carrier
Local Transport (Tandem) Facility	This will be calculated in accordance with MECAB standards, based on applicable V&H coordinates to calculate billing percentages to be applied to the respective Parties' tariffed rates
Tandem Switching	Ameritech
Entrance Facility	Ameritech

SCHEDULE 7.1

BILLING AND COLLECTION SERVICES FOR ANCILLARY SERVICES

(Please initial) _____ Requesting Carrier hereby agrees to bill and collect for Ancillary Service Traffic and agrees to comply with the remaining terms and conditions in this Schedule 7.1.

1.0 DEFINITIONS

"555" is a service in which Providers offer information services for a fee to Customers who dial a number using the "555" prefix.

"976" is a service in which Providers offer audio services for a fee to Customers who dial a number using the "976" prefix.

"Abbreviated Dialing" is a service in which Providers offer information services for a fee to Customers who dial a telephone number with less than seven digits.

"Adjustments" are dollar amounts that are credited to a Customer's account. The primary reason for an adjustment is typically a Customer denying that the call was made from their telephone.

"Ancillary Services" include, but are not limited to, Abbreviated Dialing, 555 services, 976 services, CPP Cellular services and CPP Paging services.

"Customer" is the individual or entity placing a call to an Ancillary Service and who thereby agrees to pay a charge associated with placing the call.

"Calling Party Pays Cellular" or **"CPP Cellular"** is a service where a Customer placing a call to a cellular telephone agrees to pay the charges for the call. Typically, an announcement is played to the Customer giving the Customer the option to accept the charges or to end the call without incurring charges.

"Calling Party Pays Paging" or **"CPP Paging"** is a service where a Customer placing a call to a pager agrees to pay the charges for the call. Typically, an announcement is played to the Customer giving the Customer the option to accept the charges or to end the call without incurring charges.

"Provider" is the entity which offers an Ancillary Service to a Customer.

"Uncollectibles" are amounts billed to Customers, which after standard intervals and application of standard collection procedures, are determined to be impracticable of

collection and are written off as bad debt on final accounts. Uncollectibles are recoured back to the Provider.

2.0 BILLING AND COLLECTION SERVICES

2.1 Billing Services

In the case where the Ameritech switch generates the call information, Ameritech will provide the Requesting Carrier with formatted records for each Ancillary Service billable call in accordance with each provider's requested rates as specified in **Exhibit A**. In the case where Requesting Carrier's switch generates the call information, the Requesting Carrier will provide Ameritech with call information as specified in **Exhibit A** for each call on a daily basis. Ameritech will rate the call with each provider's requested rates and return a formatted record to the Requesting Carrier. Requesting Carrier shall confirm receipt of such formatted records within twenty-four (24) hours of receipt. Requesting Carrier will render bills on behalf of Ameritech on Requesting Carrier's bills to Requesting Carrier's Customers in accordance with standard Requesting Carrier's billing processes and in the format specified in the Ancillary Services Billing and Collection Service Guidelines ("**Guidelines**"). Requesting Carrier must bill for all calls using the Ancillary Services when those calls are contained on the formatted record. Requesting Carrier shall bill all calls within thirty (30) days of receiving the file.

Requesting Carrier must comply with all federal and state requirements applicable to the provision of the Billing Services.

Requesting Carrier will provide Billing Services to Ameritech for the Ancillary Services described in this Agreement and for additional Ancillary Services that may be developed during the term of this Agreement.

2.2 Collection Services

Requesting Carrier will provide collection services in connection with bills rendered by Requesting Carrier ("**Collection Services**"). These Collection Services consist of:

- Collecting payments remitted by Requesting Carrier's Customers for calls placed to Ancillary Services billed hereunder;
- Adjusting Customer bills for Ameritech as set forth in **Section 6.0** of this **Schedule 7.1**;
- Responding to Customer inquiries and disputes;
- Remitting net proceeds to Ameritech, as provided in **Section 5.0** of this **Schedule 7.1**;
- Undertaking preliminary collection activity for delinquent accounts.

When an account being treated for collection by Requesting Carrier remains delinquent in excess of thirty (30) days, or in the event telephone service to a delinquent account is terminated, Requesting Carrier may, at its sole discretion, adjust the amount due or declare the account uncollectible and remove the delinquent amount from its Customer's bill.

2.3 Administration.

A description of the process flow, record types, and report format for the Settlement process under this **Schedule 7.1** is set forth in the Guidelines.

3.0 COMPENSATION TO REQUESTING CARRIER

Ameritech shall pay for the Billing and Collection Services described herein at the rates set forth in **Exhibit B**.

4.0 CHANGES TO PROVIDER'S SERVICES AND RATES

The amount which a Provider elects to charge those who place calls to an Ancillary Service will be at Provider's sole discretion. Ameritech shall provide to Requesting Carrier information concerning Provider's programs, including but not limited to Provider's name, rates, type of program and tax status. The charges for such submitted billable Ancillary Service calls will be shown on the Customer's bill in the format specified in the Guidelines.

5.0 SETTLEMENT WITH REQUESTING CARRIER

The amount due to Ameritech shall be the total of all billable charges submitted to Requesting Carrier, less:

- a. All charges due Requesting Carrier under **Section 3.0** of this **Schedule 7.1**;
- b. Amounts declared Uncollectible as provided in **Section 7.0** of this **Schedule 7.1**;
- c. Adjustments as provided in **Section 6.0** of this **Schedule 7.1**;
- d. Taxes collected from Customer.

Requesting Carrier shall provide Ameritech with a monthly statement of amounts billed, amounts collected, amounts adjusted, uncollectible amounts and Customer taxes by taxing authority and by Provider including the program number and the amount of taxes applied to the services, as described in the Guidelines. The monthly statement is due to Ameritech by the fifth Business Day of every month. Payment amounts owed to Ameritech by Requesting Carrier shall be due within thirty (30) days from the date of the monthly statement. Late

charges on past due amounts shall accrue interest at the rate set forth in Section 26.4 of this Agreement.

Upon termination of this Agreement for any reason, all sums due to Ameritech hereunder shall be immediately due and payable.

6.0 ADJUSTMENTS

Requesting Carrier may remove a disputed charge from a Customer's account within sixty (60) calendar days from the date of the message; provided that notice of the adjustment is given by Requesting Carrier to Ameritech within sixty (60) calendar days from the date of the message. The form and procedure of this notice is specified in Exhibit C.

7.0 UNCOLLECTIBLES

Requesting Carrier may recourse to Ameritech an actual uncollectible amount from a Customer's account, provided that notice of the recourse of the uncollectible amount is given by Requesting Carrier to Ameritech within one-hundred twenty (120) calendar days from the date of the message. The form and procedure of this notice is specified in Exhibit C.

8.0 TAXES

8.1 Taxes Imposed on Services Performed by Requesting Carrier. Requesting Carrier shall be responsible for payment of all sales, use or other taxes of a similar nature, including interest and penalties, imposed on Requesting Carrier's performance of Billing and Collection Services under this Agreement.

8.2 Taxes on Ancillary Services. Requesting Carrier shall be responsible for applying taxes as determined by Provider for all Ancillary messages billed hereunder as specified in the Guidelines. Each Provider shall be responsible for determining what taxes apply to the service it provides and for notifying Ameritech of those taxes. Ameritech shall notify Requesting Carrier of this information and pursuant to this Agreement Requesting Carrier shall bill and collect such taxes based on information supplied by Provider and shall remit such taxes to Ameritech. Requesting Carrier shall identify the amount of taxes and type of taxes, by Provider. Ameritech shall then remit such collected taxes to the Provider. Provider shall remit any taxes it owes to the taxing authority.

9.0 BLOCKING

Requesting Carrier shall comply with all federal and state requirements to block Customer access to Ancillary Services upon Customer's request. Requesting Carrier shall also block Customer access to Ancillary Services upon Ameritech's request, as set forth in Exhibit D.